

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

PNC Bank, National Association, successor to
National City Bank

Plaintiff,

v.

Glenn Udell; Pamela Udell; Sorrento Enterprises,
LLC; Sorrento Enterprises, LLC – Series A; Sorrento
Enterprises, LLC – Series B; Sorrento Enterprises,
LLC – Series C; Sorrento Enterprises, LLC – Series D;
Sorrento Enterprises, LLC – Series E; Sorrento
Enterprises, LLC – Series F; Sorrento Enterprises,
LLC – Series G; Sorrento Enterprises, LLC – Series H;
Sorrento Enterprises, LLC – Series I; Sorrento
Enterprises, LLC – Series J; Sorrento Enterprises, LLC
– Series K; Sorrento Enterprises, LLC – Series L;
Sorrento Enterprises, LLC – Series M; Sorrento
Enterprises, LLC – Series N; Sorrento Enterprises,
LLC – Series O; Sorrento Enterprises, LLC – Series P;
Sorrento Enterprises, LLC – Series Q; Sorrento
Enterprises, LLC – Series R; and Chicago Title Land
Trust as trustee under trust agreement dated May 19,
2008 and known as trust number 8002350906

Defendants.

Case No. 16 cv 5400

Hon. Matthew F. Kennelly

AGREED ORDER TO DISMISS WITH RIGHT TO REINSTATE

THIS CAUSE coming to be heard on the Stipulation to Dismiss with Right to Reinstate of Plaintiff, PNC Bank, National Association, successor in interest to National City Bank (“Plaintiff” or “PNC”) by and through its attorneys, and Defendants Glenn Udell (“G. Udell”), Pamela Udell (“P. Udell”), and Sorrento Enterprises, LLC, and its Series (“Sorrento and its Series”) (G. Udell, P. Udell, and Sorrento and its Series are collectively referred to as “Defendants” and together with Plaintiff the “Parties”) by and through their attorneys, the Court having jurisdiction of the parties and subject matter and being fully advised in the premises.

IT IS HEREBY ORDERED that Plaintiff’s Amended Complaint is dismissed without prejudice and subject to reinstatement in accordance with the terms of that certain Agreement dated March 27, 2018 (the “Agreement”) executed by and between the Parties.

IT IS FURTHER ORDERED that in the event of any Settlement Default, or any other default upon the Agreement, which is not timely cured, Plaintiff shall have the right to file a motion reinstating the case without delay of any kind by Defendants; and upon reinstatement of this case, Plaintiff shall have the right to pursue all rights and remedies against the Defendants, either at law or in equity, available to it, other than any such claims as may have been previously dismissed and

the Defendants shall have the right to pursue or assert any defenses to that action, other than those which may have been previously dismissed.

IT IS FURTHER ORDERED that Plaintiff shall have until March 31, 2019 to file any applicable motion to reinstate the captioned matter and, in the event no such motion is timely filed, the foregoing dismissal of Plaintiff's Amended Complaint shall be deemed a dismissal with prejudice, with each party at that time to bear its own costs and fees.

ENTERED:



Judge

Date: April 20, 2018